

### ID/LAH WAIVER SERVICE PROVIDER/VENDOR INITIAL **APPLICATION**

### **ADMH-DDD**

### DEPARTMENT OF DEVELOPMENTAL **DISABILITIES SERVICES**

**REVISED 07/05/2022** 

#### **ENROLLMENT FORMS INCLUDED IN THIS PACKET:**

- **Prospective Provider/Vendor Letter**
- **Waivers and Services**
- **Medicaid Provider Agreement**
- Medicaid Provider Disclosure Form Complete one for EACH applicable individual indicated in first section of Disclosure form
- Form W-9 (Not a fillable form. Access fillable form on IRS website)
- **Provider Contact / Location Information**
- **Immigration Status Attestation**
- **Revolving Door Attestation**
- Assurance of Registration with Alabama Department of Revenue
- **Certificate of Compliance with Drug-Free Workplace Requirements**
- **Certificate of Compliance with Drug-Free Workplace Practices**
- Assurance of Compliance with all Federal Statutes Relating to Nondiscrimination
- **Applicant Checklist**

#### **INSTRUCTIONS:**

- Complete enrollment forms by typing or printing legibly using black ink
- Complete a Provider Disclosure Form for each applicable individual, as indicated in the first section of the Disclosure Form.
- Complete one copy of each of the remaining forms.
- Add NPI Registration Print Out (If our agency does not already have a Provider NPI number, register at https://nppes.cms.hhs.gov)
- Make a copy of the application for your files.
- Send the original, signed, application to:

**Alabama Department of Mental Health** 

ATTN: Karen Coffey **RSA Union Building** 

100 North Union Street

Suite 486

Montgomery, AL 36104

Or scan and email signed application to:

karen.coffey@mh.alabama.gov



### STATE OF ALABAMA DEPARTMENT OF MENTAL HEALTH

#### INILIT OF MENTAL HEA

**RSA UNION BUILDING** 

100 NORTH UNION STREET POST OFFICE BOX 301410 MONTGOMERY, ALABAMA 36130-1410 WWW.MH.ALABAMA.GOV



Dear Prospective Service Provider/Vendor:

This application is for waiver service providers who are not certified by the Alabama Department of Mental Health, Division of Developmental Disabilities (ADMH/DDD) and/or for businesses which are vendors of waiver-covered items such as Assistive Technology, Specialized Medical Supplies (SMS), Home Modifications, Environmental Accessibility Adaptations (EAA), Speech and Language Therapy, Occupational Therapy, Physical Therapy and Remote Support services desiring to conduct business with (ADMH/DDD). Please review and complete this application it in its entirety, noting requirements as detailed on the application cover page. Please carefully read all attached documents and complete/sign where indicated. Any applicable Certification(s) and/or professional license(s) must accompany the application. The application must be returned to:

Karen Coffey, Director of Systems Management ADMH/DDD RSA Union Building 100 N. Union Street, Suite 486 Montgomery, AL 36130-1410

Or

Scan and email application packet to karen.coffey@mh.alabama.gov

Incomplete applications will be returned for completion. You will be notified by ADMH/DD Division once your business has been enrolled as a Medicaid provider in association with the ADMH-DDD HCBS Waivers, and your business will receive additional information regarding service delivery requirements. Medicaid enrollment does not authorize you to initiate services and only establishes a payee number for waiver services indicated in the application. Your business may begin service/product provision only after receipt of specific authorization requesting service(s)/product(s) by the support coordinator of one of our waiver participants. The authorization should give the service(s)/product(s) requested, the date coverage begins, and the amount of money authorized for the service(s)/product(s). Services/products provided prior to receipt of the authorization will not be reimbursed.

Once the application is approved you will receive a *Waiver Provider Manual* that explains the provider requirements for record documentation auditing in more detail.

Please contact mailto: karen.coffey@mh.alabama.gov or 334-242-3719 if you have questions.

Sincerely,

Terry L Pezent, Associate Commissioner ADMH/DD Division



### WAIVER SERVICES REQUESTED FOR APPROVAL

### **Instructions**:

Complete the check boxes for each waiver, and for each service within the respective waiver(s), to be considered for approval under this application.

Refer to the respective waiver documents Intellectual Disabilities Waiver (ID), Living at Home Waiver (LAH) as published on the ADMH website for additional information relative to waivers and waiver services.

https://mh.alabama.gov/community-waiver-program/

https://mh.alabama.gov/division-of-developmental-disabilities/systems-management/

WAIVER		SERVICE(S)			
CWP		Bi	lling Code	SERVICE	Qualifications
		T2029		Assistive Technology and Adaptive Aids Assessment and/or Training - CWP	Must meet all applicable state (Alabama Board of Home Medical Equipment Services Providers) and local licensure requirements.
			T2029:SE	Assistive Technology and Adaptive Aids Devices - CWP	Must meet all applicable state (Alabama Board of Home Medical Equipment Services Providers) and local licensure requirements.
			97535	Occupational Therapy	Must pass a statewide background check confirming no convictions for any crime of violence, abuse, neglect, exploitation or any felony offense. • Occupational Therapists are licensed under the Code of Alabama, 1975 Sec. 34-39-5.
	CWP		97110	Physical Therapy	Must pass a statewide background check confirming no convictions for any crime of violence, abuse, neglect, exploitation or any felony offense. • Physical Therapists are licensed under the Code of Alabama, 1975 Sec.34-24-212.
			H2019	Positive Behavorial Supports	Must pass a statewide background check confirming no convictions for any crime of violence, abuse, neglect, exploitation or any felony offense. • Physical Therapists are licensed under the Code of Alabama, 1975 Sec.34-24-212. See additional information pg. 26
			92507	Speech and Language Therapy	Must pass a statewide background check confirming no convictions for any crime of violence, abuse, neglect, exploitation

or any felony offense. • Speech
Therapists are licensed under the Code of
Alabama, 1975 Sec. 34-28A-1, Ch. 870-x-
1-7.

WAIVER	SER	VICE(S)		
ID		ng Code	SERVICE	Qualifications
WAIVER				
		97535:UC	Occupational Therapy	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Has not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, and communications with Support Coordinator Limits on service apply
		S5165:UC	Environmental Accessibility Adaptations	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Has not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include: Participant demographics, detailed quote for the service, communications with Support Coordinator Limited to \$5000.00 per year per waive participants.
		T2029:UC	Assistive Technology	Licensed by the State of Alabama Meet all Code of Alabama Requirements Liability Insurance at least \$1 million dollars Has not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator Limited to \$5000.00 per year per waiver participant.
		S5160:UC	Personal Emergency Response System (Initial)	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
		97110:UC	Physical Therapy	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator. Service limitations apply
		T1028:UC:U7	Remote Supports -	Recognized and experienced vendor in remote support technology with experience in at least 2 other states Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics,

		assessments, evaluations and communications with the support coordinator
H2019:UC	Positive Behavior Supports 1-3	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator *Special Qualifications apply per level provided. See attached pg 26
T2028:UC	Specialized Medical Supplies	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator Limited to \$1800,00 per year per participant
92507:UC	Speech and Language Therapy	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator Service limitations apply

WAIVER	SERVICE(S)			
LAH	Billir	ng Code	SERVICE	QUALIFICATIONS
LAH		S5165:UD	Environmental Accessibility Adaptations	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
		97535:UD	Occupational Therapy	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
		97110:UD	Physical Therapy	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
		T1028:UD:U7	Remote Supports	Recognized and experienced vendor in remote support technology with experience in at least 2 other states Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
LAH WAIVER		H2019:UD	Positive Behavioral Supports	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator ***Special Qualifications Apply per level provided. See attached pg 26
LA		T2028:UD	Specialized Medical Supplies	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
		92507:UD	Speech and Language Therapy	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver

			Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
	S5160:UD	Personal Emergency Response System (Initial)	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator
	T2029:UD:	Assistive Technology	Licensed by the State of Alabama Liability Insurance at least \$1 million dollars Have not been debarred by OIG, SAMS, DUNS or AMA Must pass a background screen Must provide services in accordance with the waiver Keep records for all waiver participants that include RX from the participant's physician, Participant demographics, assessments, evaluations and communications with Support Coordinator

Name of Provider:

ATN # Not Applicable ADMH Application

### PROVIDER AGREEMENT

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As a condition for participation as a provider under the Alabama Medicaid Program (MEDICAID), the provider (Provider) agrees to comply with all terms and conditions of this Agreement.

#### I. ALL PROVIDERS

### 1.1 Agreement and Documents Constituting Agreement.

A copy of the current Alabama Medicaid Provider Manual and the Alabama Medicaid Administrative Code has been or will be furnished to the Provider. This Agreement is deemed to include the applicable provisions of the State Plan, Alabama Medicaid Administrative Code, and Alabama Medicaid Provider Manual, as amended, and all State and Federal laws and regulations. If this Agreement is deemed to be in violation of any of said provisions, then this Agreement is deemed amended so as to comply therewith. Invalidity of any portion of this Agreement shall not affect the validity, effectiveness, or enforceability of any other provision. Provider agrees to comply with all of the requirements of the above authorities governing or regulating MEDICAID. Provider is responsible for ensuring that employees or agents acting on behalf of the Provider comply with all of the requirements of the above authorities.

#### 1.2 State and Federal Regulatory Requirements.

- 1.2.1 Provider has not been excluded or debarred from participation in any program under Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128(A) or (B) of the Social Security Act (42 U.S.C. § 1320a-7), or Executive Order 12549. Provider also has not been excluded or debarred from participation in any other state or federal health-care program. Provider must notify MEDICAID or its agent within ten (10) business days of the time it receives notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B), which could result in exclusion from the Medicaid program
- 1.2.2 Provider agrees to disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information on request to MEDICAID, the Alabama Attorney General's Medicaid Fraud Control Unit, and/or the United States Department of Health and Human Services. Provider agrees to keep its application for participation in the Medicaid program current by informing MEDICAID or its agent in writing of any changes to the information contained in its application, including, but not limited to, changes in ownership or control, federal tax identification number, or provider business addresses, at least thirty (30) business days prior to making such changes. Provider also agrees to notify MEDICAID or its agent within ten (10) business days of any restriction placed on or suspension of the Provider's license or certificate to provide medical services, and Provider must provide to MEDICAID complete information related to any such suspension or restriction.
- 1.2.3 This Agreement is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 C.F.R. §431.107, Provider agrees to keep any and all records necessary to disclose the extent of services provided by the Provider to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. Provider also agrees to provide, on request, access to records required to be maintained under 42 C.F.R. §431.107 and copies of those records free of charge to MEDICAID, its agent, the Alabama Attorney General's Medicaid Fraud Control Unit, and/or the United States Department of Health and Human Services. All such records shall be maintained for a period of at least three years plus the current year. However, if audit, litigation, or other action by or on behalf of the State of Alabama or the Federal Government has begun but is not completed at the end of the above time period, or if audit findings, litigation, or other action has not been resolved at the end of the above time period, said records shall be retained until resolution and finality thereof.
  - 1.2.4 The Alabama Attorney General's Medicaid Fraud Control Unit, Alabama Medicaid Investigators, and internal and

external auditors for the state/federal government and/or MEDICAID may conduct interviews of Provider employees, subcontractors and its employees, witnesses, and recipients without the Provider's representative or Provider's legal counsel present unless the person voluntarily requests that the representative be present. Provider's employees, subcontractors and its employees, witnesses, and recipients must not be coerced by Provider or Provider's representative to accept representation by the Provider, and Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in this agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with, in the form and the manner requested. Provider will ensure by contract or other means that its employees and subcontractors over whom the Provider has control cooperate fully in any investigation conducted by the Alabama Attorney General's Medicaid Fraud Control Unit and/or MEDICAID. Subcontractors are those persons or entities who provide medical goods or services for which the Provider bills the Medicaid program or who provide billing, administrative, or management services in connection with Medicaid-covered services.

- 1.2.5 Provider must not exclude or deny aid, care, service or other benefits available under MEDICAID or in any other way discriminate against a person because of that person's race, color, national origin, gender, age, disability, political or religious affiliation or belief. Provider must provide services to Medicaid recipients in the same manner, by the same methods, and at the same level and quality as provided to the general public.
- 1.2.6 Provider agrees to comply with all state and federal laws relating to the preparation and filing of cost reports, audit requirements, and inspection and monitoring of facilities, quality, utilization, and records.
- 1.2.7 Under no circumstances shall any commitments by MEDICAID constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The Provider's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.
- 1.2.8 In the event litigation is had concerning any part of this Agreement, whether initiated by Provider or MEDICAID, it is agreed that such litigation shall be had and conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdiction of those respective courts. This provision is not intended to, nor shall it operate to, enlarge the jurisdiction of either of said courts, but is merely an agreement and stipulation as to venue.

#### 1.3 Claims and Encounter Data

- 1.3.1 Provider agrees to submit claims for payment in accordance with billing guidelines and procedures promulgated by MEDICAID, including electronic claims. Provider certifies that information submitted regarding claims or encounter data will be true, accurate, complete, and that such information can be verified by source documents from which data entry is made by the Provider. Further, Provider understands that any falsification or concealment of a material fact may be prosecuted under state and/or federal laws.
- 1.3.2 Provider must submit encounter data required by MEDICAID or any managed care organization to document services provided, even if the Provider is paid under a capitated fee arrangement.
- 1.3.3 All claims or encounters submitted by Provider must be for services actually rendered by Provider. Physician providers must submit claims for services rendered by another in accordance with MEDICAID rules regarding providers practicing under physician supervision. Claims must be submitted in the manner and in the form set forth in the *Alabama Medicaid Provider Manual*, and within the time limits established by MEDICAID for submission of claims. Claims for payment or encounter data submitted by the provider to a managed care entity or MEDICAID are governed by the Provider's contract with the managed care entity. Provider understands and agrees that MEDICAID is not liable or responsible for payment for any Medicaid-covered services provided under the managed care Provider contract, or any agreement other than this Medicaid Provider Agreement.
- 1.3.4 Federal and state law prohibits Provider from charging a recipient or any financially responsible relative or representative of the recipient for Medicaid-covered services, except where a copayment is authorized under the Medicaid State Plan. (42 C.F.R. §447.20). The provider (or its staff) must advise each recipient when MEDICAID payment will not be accepted prior to services being rendered, and the recipient must be notified of responsibility for the bill. The fact that Medicaid payment will not be accepted must be recorded in the recipient's medical record.
- 1.3.5 As a condition for eligibility for Medicaid benefits, a recipient assigns all rights to recover from any third party or any other source of payment to MEDICAID (42 C.F.R. §433.145 and §22-6-6.1, Code of Alabama 1975). Except as provided by MEDICAID's third-party recovery rules (Alabama Medicaid Administrative Code, Chapter 20),

- Provider agrees to accept the amounts paid under MEDICAID as payment in full for all covered services. (42 C.F.R. §447.15).
- 1.3.6 Provider must refund to MEDICAID any overpayments, duplicate payments, and erroneous payments which are paid to Provider by MEDICAID as soon as the payment error is discovered.
- 1.3.7 Provider has an affirmative duty to verify that claims and encounters are received by MEDICAID or its agent and implement an effective method to track submitted claims against payments made by MEDICAID.
- 1.3.8 MEDICAID'S obligation to make payments hereunder is subject to the availability of State and Federal funds appropriated for MEDICAID purposes. Further, MEDICAID'S obligation to make payments hereunder is and shall be governed by all applicable State and Federal laws and regulations. In no event shall the MEDICAID payment exceed the amount charged to the general public for the same service.
- 1.3.9 Provider shall not charge MEDICAID for services rendered on a no-cost basis to the general public.
- 1.3.10 Provider is prohibited from offering incentives (such as discounts, rebates, refunds, or other similar unearned gratuity or gratuities) other than an improvement(s) in the quality of service(s), for the purpose of soliciting the patronage of MEDICAID recipients. Should the Provider give a discount or rebate to the general public, a like amount shall be adjusted to the credit of MEDICAID on the MEDICAID claim form, or such other method as MEDICAID may prescribe. Failure to make a voluntary adjustment by the Provider shall authorize MEDICAID to recover same by then existing administrative recoupment procedures or legal proceedings.
- 1.3.11 Provider agrees and hereby acknowledges that payments made under this agreement are subject to review, audit adjustment and recoupment action. In the event that Provider acquires or has acquired ownership of another MEDICAID provider through transfer, sale, assignment, merger, replacement or any other method, whether or not a new Agreement is required, Provider shall be responsible for any unrecovered improper MEDICAID payments made to the previous provider. An indemnification agreement between Provider and the previous provider shall not affect MEDICAID'S right to recovery.
- 1.3.12 Provider agrees to comply with the provisions of the *Alabama Medicaid Provider Manual* regarding the transmission and receipt of electronic claims and eligibility verification data. Provider must verify that all claims submitted to MEDICAID or its agent are received and accepted. Provider is responsible for tracking claims transmissions against claims payments and detection and correcting all claims errors. If Provider contracts with third parties to provide claims and/or eligibility verification data from MEDICAID, the Provider remains responsible for verifying and validating all transactions and claims, and ensuring that the third party adheres to all client data confidentiality requirements.

#### II. RECIPIENT RIGHTS

- 2.1. Provider must maintain the recipient's state and federal right of privacy and confidentiality to the medical and personal information contained in Provider's records.
- 2.2. The recipient must have the right to choose providers unless that right has been restricted by MEDICAID or by waiver of this requirement from CMS. The recipient's acceptance of any service must be voluntary.
- 2.2.1 The recipient must have the right to choose any qualified provider of family planning services.

#### III. ADVANCE DIRECTIVES - HOSPITAL, HOME HEALTH, HOSPICE, AND NURSING HOME PROVIDERS

- 3.1 The provider shall comply with the requirements of §1902(w) of the Social Security Act (42 USC §1396a(w)) as described below:
- 3.1.1 Maintain written policies and procedures in respect to all adult individuals receiving medical care by or through the provider about patient rights under applicable state law to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives:
- 3.1.2 Provide written information to all adult individuals on patient policies concerning implementation of such rights;
- 3.1.3 Document in the patient's medical record whether or not the individual has executed an advance directive;
- 3.1.4 Not condition the provision of care or otherwise discriminate against a patient based on whether or not he/she has executed an advance directive;
- 3.1.5 Ensure compliance with requirements of state law (whether statutory or recognized by the courts) concerning

- advance directives:
- 3.1.6 Provide (individually or with others) for education for staff and the community on issues concerning advance directives; and
- 3.1.7 Furnish the written information described above to adult individuals as required by law.

#### IV. TERM, AMENDMENT, AND TERMINATION

This Agreement will be effective from the date all enrollment documentation has been received and verified until the date the Agreement is terminated by either party. This Agreement may be amended as required, provided such amendment is in writing and signed by both parties concerned. Either party may terminate this Agreement by providing the other party with fifteen (15) days written notice. MEDICAID may immediately terminate the Agreement for cause if the Provider is excluded from the Medicare or Medicaid programs for any reason, loses its licenses or certificates, becomes ineligible for participation in the Medicaid program, fails to comply with the provisions of this Agreement, or if the Provider is or may be placing the health and safety of recipients at risk. MEDICAID may terminate this Agreement without notice if the Provider has not provided services to Medicaid recipients in excess of five (5) claims or

\$100.00 during the last fiscal year.

#### V. CIVIL RIGHTS COMPLIANCE

Assurance is hereby given that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 70b), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and the Regulations issued thereunder by the Department of Health and Human Services (45 CFR Parts 80, 84, and 90) no individual shall, on the ground of race, sex, color, creed, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or services by this institution.

#### VI. SIGNATURE AUTHENTICATION STATEMENT

To the best of my knowledge, the information supplied on this document is accurate and complete and is hereby released to Medicaid's fiscal agent and the Alabama Medicaid Agency for the purpose of enrolling with Alabama Medicaid.

I hereby authorize, consent to, and request the release to the Alabama Medicaid Agency of any and all records concerning provider, including, but not limited to, employment records, government records, and professional licensing records, and any other information requested by the Alabama Medicaid Agency for purposes of acting on my application to be an enrolled provider under the Alabama Medicaid program.

Signature of applicant (or an authorized representative if you are enrolling as a provider group/supplier)

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who in any matter within jurisdiction of any depart or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious of fraudulent statement or entry.

Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000. 18 U.S.C. § 3571 Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

- 2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against an individual who "knowingly and willfully makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a program under a Federal health care program. The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.
- 3. The Civil False Claims Act, 31 U.S.C. § 3729 imposes civil liability, in part, on any person who:
- a) knowingly presents, or causes to be presented, to an officer or an employee of the United States Government a false or fraudulent claim for payment or approval;
- b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or
- c) conspire to defraud the Government by getting a false or fraudulent claim allowed or paid.
- 4. Section 1128B(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United

States, or of any department or agency thereof, or of any State agency.

A claim that the Secretary determines is for a medical or other item or service that the person knows or should know:

- a) was not provided as claimed; and/or
- b) the claim is false or fraudulent.

This provision authorizes a civil monetary penalty of up to \$10,000 per each item or service, an assessment of up to 3 times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. The Government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment." Remedies include compensatory and punitive damages, restitution and recovery of the amount of the unjust profit.

Provider Representative Signature(Must be an original signature)	_
Date_Click or tap here to enter text	
Printed Name of Provider Representative: Click or tap here to ente	r text

### X Initial Enrollment

ATN # NA – Not Applicable – ADMH Application

PROVIDER DISCLOSURE FORM							
Providers who operate as a corporation, organization, institution, agency, partnership, professional association, or similar entity must complete the following information for each of the following individuals: (Print/Make additional copies as necessary)  Owners Officers Shareholders with 5% or more controlling interest Agents Directors Managing Employees  This form must be completed for anyone who holds one of the above listed positions. Completion of this form requires that a valid answer be provided to EVERY question. Incomplete forms will be returned for the missing information.							
The completion of this form							
<b>group or payee.</b> Please note address, every business location							
Name:Click or tap here to	enter text.	Title	:Click or tap here to enter	text.			
Home Address:Click or tap	here to enter text.		iness Address:Click or tap				
Social Security Number: Clienter text.	ck or tap here to	Emp	oloyer's Tax ID:Click or tap	here to enter text.			
Driver's License Number & Is	ssuer:Click or tap		er's License Expiration Date	:Click or tap here to			
here to enter text.		enter text.					
Date of Birth:Click or tap he		Sex:   Male   Female					
Previous Home Address:Clienter text.	ck or tap here to	Prev	vious Business Address:Clic	ek or tap here to enter			
List the name and address of or in any subcontractor in whincludes relatives.							
Nam	ne		Addre	SS			
Click or tap here to enter tex	t		Click or tap here to enter tex	rt.			
Click or tap here to enter tex	t.		Click or tap here to enter tex				
Click or tap here to enter tex			Click or tap here to enter tex				
List the names of <b>any other disclosing</b> entity in which person with an ownership or control interest in the disclosing entity also has an ownership or control interest of at least 5% or more (put N/A if not applicable).  NOTE: Other disclosing entity means any other Medicaid disclosing entity and any entity that does not							
participate in Medicaid, but is Name	Address	<del>JU</del> I (aii	Tax ID	%			
	Click or tap here to en	tor	Click or tap here to enter	Click or tap here to			
	Click or tap here to en		Click or tap here to enter	Click or tap here to			
Are you related as spouse, p director or shareholder? □Y sheets if necessary):  Name	parent, child, or sibling $\Box$ No If yes, pleas	to any	y other owner, officer, agent, e names and relationships (A	managing employee,			
			tap here to enter text.				
Click or tap here to enter tex			tap here to enter text.				
			tap here to enter text.				

### X Initial Enrollment

ATN # NA – Alabama Department of Mental Health Application

PROVIDER DISCLOSU	RE FORM (cont.)	
List any business transactions with wholly owned suppliers	• •	aling more than
\$25,000, during the last 12 months.		
FULL LEGAL NAME ADDRESS	AMOUNT OF	RELATIONSHIP
	BUSINESS TRANSACTION	
Click or tap here to enter Click or tap here to enter text.	Click or tap here to	Click or tap here to
Click or tap here to enter Click or tap here to enter text.  Click or tap here to enter Click or tap here to enter text.	Click or tap here to	Click or tap here to
Click or tap here to enter Click or tap here to enter text.  Click or tap here to enter Click or tap here to enter text.	Click or tap here to	Click or tap here to
click of tap here to enterplack of tap here to enter text.	click of tap here to	click of tap liefe to
Have you ever been excluded, debarred, or sanctioned from If yes, please fully explain the details including dates, the sta adverse action against your license: (attach additional sheets Click or tap here to enter text.	ite where the incident occi	
Is your license currently suspended or restricted?  If yes, please fully explain the details including dates, the sta adverse action against your license: (attach additional sheet)		□Yes □ No urred, and any
Click or tap here to enter text.	is ii iiecessary)	
ener of tup here to enter text.		
Have you ever been convicted of a crime? (excluding minor Convicted means that:  I. A judgement of conviction has been entered against an incourt, regardless of whether:  a) There is a post-trial motion or appeal pending, or b) The judgement of conviction or other record related expunged or otherwise removed;  II. A Federal, State or local court has made a finding of guil III. A Federal, State or local court has accepted a plea of guil or  IV. An individual or entity has entered into participation in a program or arrangement where judgement of conviction  If yes, please fully explain the details including dates, the states.	individual or entity by a Fe or ated to the criminal conduct It against an individual or e uilty or <i>nolo contendere</i> by first offender, deferred adj has been withheld.	et has been entity; an individual or entity; udication, or other
adverse action against your license:  Click or tap here to enter text.		
Do you have any outstanding criminal fines, restitution order other state?	s, or overpayments identif	ied in this state or any □ Yes □ No

### (Rev. October 2018) Department of the Treasury

### Request for Taxpayer Identification Number and Certification

a Go to www.irs.gov/FormW9for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service	a Go to www.irs.gov/FormW9for instructions and the latest inform	nation.			"						
	1 Name (as shown	on your income tax return). Name is required on this line; do not leave this line blank.				-						
	2 Business name/o											
ن	0.01				, ,			_				
	following seven b	e box for federal tax classification of the person whose name is entered on line 1. Check only <b>or</b> oxes.  proprietor or C Corporation S Corporation Partnership Tru						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
 IS on	Individual/sole single-member	E	Exempt payee code (if any)									
ype	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) a							,/_				
Print or type. Specific Instructions on page	Note: Check LLC if the LLC another LLC t	he appropriate box in the line above for the tax classification of the single-member owner. Do not is classified as a single-member LLC that is disregarded from the owner unless the owner of the nat is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member from the owner should check the appropriate box for the tax classification of its owner.	e LLC is		Exemption from FATCA reporting code (if any)							
eci	Other (see in	structions) a		(A	pplies to	accounts	maintaine	d outside	the U.S.	)		
	5 Address (numbe	, street, and apt. or suite no.) See instructions.	er's nam	e and	addre	ess (opt	onal)					
See												
	6 City, state, and ZIP code											
-	7 List account num											
$\Box$										_		
Part		ver Identification Number (TIN)								_		
		propriate box. The TIN provided must match the name given on line 1 to avoid individuals, this is generally your social security number (SSN). However, for a	Social security number					_		닉		
residei	nt alien, sole prop	ietor, or disregarded entity, see the instructions for Part I, later. For other			-		-					
entities TIN, la	, , , ,	er identification number (EIN). If you do not have a number, see <i>How to get a</i>	or		L							
		more than one name, see the instructions for line 1. Also see What Name and	••	loyer identification number								
		quester for guidelines on whose number to enter.		1 [								
				-								
Part	Certifi	cation										
Under	penalties of perju	y, I certify that:										
2. I am Inte	nnot subject to ba rnal Revenue Ser	n this form is my correct taxpayer identification number (or I am waiting for a number ckup withholding because: (a) I am exempt from backup withholding, or (b) I have no rice (IRS) that I am subject to backup withholding as a result of a failure to report all fied me that I am no longer subject to backup withholding; and	ot been	notifie	ed by	the	d					
3. I am	a U.S. citizen or											
4. The		other U.S. person (defined below); and										
		other U.S. person (defined below); and ntered on this form (if any) indicating that I am exempt from FATCA reporting is corr	ect.									
not ap	FATCA code(s) ecation instruction Iding because you ply. For mortgage ual retirement arra	• • • •	rrently s nsactio	ns, ite ons to	em 2 an	does						
not ap	FATCA code(s) ecation instruction Iding because you ply. For mortgage ual retirement arra	ntered on this form (if any) indicating that I am exempt from FATCA reporting is corn ns. You must cross out item 2 above if you have been notified by the IRS that you are cultave failed to report all interest and dividends on your tax return. For real estate trainterest paid, acquisition or abandonment of secured property, cancellation of debt, congement (IRA), and generally, payments other than interest and dividends, you are not provide your correct TIN. See the instructions for Part II, later.	rrently s nsactio	ns, ite ons to	em 2 an	does						

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident

alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, y large in the requester with a TIN, which is a time of the requester with a TIN, y large in the requester with a TIN, and the requester with a TIN, and the requester with a TIN, and the requester with a TIN, an be subject to backup withholding. See What is backup withholding, later.



### **Provider Contact / Location Information**

Click or tap here to enter text.

	<u>'</u>
Physical Location Address	
Name	Click or tap here to enter text.
Address Street	Click or tap here to enter text.
Address City, State, ZIP (plus 4)	Click or tap here to enter text.
Business Phone	Click or tap here to enter text.
FAX Number	Click or tap here to enter text.
Contact Person	Click or tap here to enter text.
Contact Email	Click or tap here to enter text.
County	Click or tap here to enter text.

**Mailing Address if Different** 

Performing Provider NPI

Street/PO Box	Click or tap here to enter text.
City	Click or tap here to enter text.
County	Click or tap here to enter text.
State	Click or tap here to enter text.
Zip (plus 4)	Click or tap here to enter text.

#### **Other Information**

Other information	
Region	Click or tap here to enter text.
Contract Type	Click or tap here to enter text.
(IDW, LAH,	·
Federal Employer ID #	Click or tap here to enter text.
Vendor Customer Number	Click or tap here to enter text.
Effective Date Requested	Click or tap here to enter text.



### **IMMIGRATION STATUS ATTESTATION**

Company Name: Click or tap here to enter text.
I hereby attest that all workers on this project are either citizens of the United States of America or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.
Signature of Business Representative
Witness
 Date



### **REVOLVING DOOR ATTESTATION**

Company Name: Click or tap here to enter text	: <u> </u>
vendor/contractor nor any of the vendor's/o servants or employees are a current employ	or/contractor representative) attest that neither the contractor's trustees, officers, directors, agents, ee of the Alabama Department of Mental Health ave been employees of ADMH in violation of the
revolving door prohibitions contained in the involved in any way with the business relation was employed with ADMH within the two years.	State of Alabama ethics laws. If any person onship between vendor/contractor and the ADMH ears prior to the date of this application/contract, of the Alabama Ethics Commission indicating that
Signature of Business Representative	<del>.</del>
Witness	
Click or tap here to enter text.	
Date	



### ASSURANCE OF REGISTRATION WITH ALABAMA DEPARTMENT OF REVENUE

Company Name: Click or tap here to enter text.	
I Click or tap here to enter text certify that	(vendor/contractor representative)
	(company name) is not barred from lere to Alabama law by registering with the lat this application and/or any subsequent contract alth may be declared void if such certification is
Signature of Business Representative  Witness	
Click or tap here to enter text	



### CERTIFICATE OF COMPLIANCE WITH DRUG-FREE WORKPLACE REQUIREMENTS

Company Name: Click or tap here to enter text.
Click or tap here to enter text.
(President, Chairman of Board, or comparable authorized company official)
agree that Click or tap here to enter text
(company name) will not engage in the unlawful manufacture, distribution, possession, or use of a controlled substance in conducting any activity associated with provision of products/services funded through ADMH-DDD HCBS waivers.
I further agree that if any company representatives are convicted of a criminal drug offense resulting from a violation occurring during the conduct of provision of products/services funded through ADMH-DDD HCBS waivers, I will immediately report said conviction(s) to the ADMH-DDD Associate Commissioner.
Signature of Company President, Chairman of Board, or comparable authorized company official
Witness
Click or tap here to enter text Date
Dute



### CERTIFICATE OF COMPLIANCE WITH DRUG-FREE WORKPLACE PRACTICES

Click or tap here to enter text.	(company name, hereinafter called
"Applicant"), hereby agrees that it will continue to provide a dr	rug-free workplace by: Publishing a
statement notifying employees that the unlawful manufacture,	, distribution, dispensing, possession, or
use of a controlled substance is prohibited in the applicant's we	orkplace and specifying the actions that
will be taken against employees for violation of such prohibitio	n. Applicant further agrees that they
have established an ongoing drug-free awareness program tha	t informs employees about the dangers
of drug abuse in the workplace; about maintaining a drug-free	workplace; about available drug
counseling, rehabilitation, and employee assistance programs;	and about the penalties that may be
imposed upon employees for drug abuse violations in the work	xplace.

Applicant agrees to make it a requirement that each employee to be engaged in the performance of provision of products/services funded through ADMH-DDD HCBS waivers be given a copy of the statement requiring that, as a condition of employment, the employee will:

- 1) Abide by the terms of the statement, and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Applicant agrees to notify the ADMH-DDD Associate Commissioner, in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

Applicant agrees to take one of the following actions, within thirty (30) calendar days of receiving notice with respect to any employee who is so convicted:

- Taking appropriate personnel action against such an employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Applicant agrees to make a good faith effort to continue to maintain a drug-free workplace.



### ASSURANCE OF COMPLIANCE WITH ALL FEDERAL STATUTES RELATING TO NONDISCRIMINATION

Company Name: Click or tap here to enter text
(company name, hereinafter called "Applicant"), hereby agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L, 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title XI of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age. No person in the United States shall, on the ground of race, color, sex, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.
If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.
Signature of Company President, Chairman of Board, or comparable authorized company official
Date: Click or tap here to enter text.
Witness



									PROGRAN											
			nties	and	T			ican <sup>-</sup>	1		serv	e:( If <b>All</b> count		oose	1					
	Regio	n 1			Reg	ion	2		Regi	on 3		Regio	Region 4		Region 5		Region 5		5	
Cour	nty	ID	LAH		County	С	ID	LAH	County	ID	LAH	County	ID	LAH	County	ID	LAH			
Cherokee	e			Bibb	)				Baldwin			Autauga			Blount					
Colbert				Choctaw					Clarke			Barbour			Calhoun					
Cullman				Faye	ette				Conecuh			Bullock			Chilton					
DeKalb				Gre	ene				Dallas			Butler			Clay					
Etowah				Hale	2				Escambia			Chambers			Cleburne					
Franklin				Lam	ar				Perry			Coffee			Coosa					
Jackson				Mar	rengo				Mobile			Covington			Jefferson					
Lauderda	ale			Mar	rion				Monroe			Crenshaw			Randolph					
Lawrence	е			Pick	ens				Washington			Dale		X	Shelby					
Limeston	ie			Sum	nter				Wilcox			Elmore			St. Clair					
Madison				Tus	caloosa							Geneva			Talladega					
Marshall				Wal	ker							Henry								
Morgan				Win	ston							Houston								
												Lee								
												Lowndes								
												Macon								
												Montgomery								
												Pike								
												Russell								
												Tallapoosa								
All Alaba Counties																				

Company Name: Click or tap here to enter text.



SECTION 5B: COUNTIES COVERED BY COMMUNITY WAIVER PROGRAM (CWP)  Select the counties and program(s) the applicant has the capacity to serve: (If All counties choose that option)									
Re	gion 1	Reg	Region 2 Region 3				Region 4 Region		
County	CWP	County	CWP	County	CWP	County	CWP	County	CWP
Decatur		Tuscaloosa		Baldwin		Elmore		Jefferson	
Limestone		Walker		Mobile		Houston		xxxxxxxxx	
Madison		xxxxxxxxxxx		xxxxxxxxx		Montgomery		All CWP Counties	

Company Name: Click or tap here to enter text.



### ADDITIONAL DOCUMENTS NEEDED FOR A COMPLETE APPLICATION

□COPY OF ALABAMA BUSINESS LICENSE (if applicable)
☐ REGISTRATION WITH THE ALABAMA SECRETARY OF STATE
□ PROOF OF LIABILITY INSURANCE
□ CERTIFICATIONS (if applicable)
☐ CASHIER CHECK OR MONEY ORDER IN THE AMOUNT OF \$42.00 MADE OUT TO THE ALABAMA DEPARTMENT OF MENTAL HEALTH FOR THE BACKGROUND SCREENING
□NATIONAL PROVIDER IDENTIFER ENUMERATOR <a href="https://nppes.cms.hhs.gov/#/">https://nppes.cms.hhs.gov/#/</a>
□ ENROLLMENT IN STATE OF ALABAMA ACCOUNTING AND RESOURCE SYSTEM (STAARS)
https://vendors.alabama.gov/

Company Name: Click or tap here to enter text.



### \*\*\*Qualifications for Positive Behavioral Supports Services ID/LAH Waivers

Level 1 Provider	Level 2 Provider	Level 3 Provider
Either a Ph.D. or MA	Either a Ph.D. or MA in the	Either a Qualified
Certified as a Behavior Analyst	area of Behavior Analysis,	Developmental Disabilities
by the Behavior Analysis	Special Education or related	Professional (QDDP) as
Certification Board	field and 3 years' experience	required in 43 CFR 483.430 or
	working with persons with	be a Certified Assistant
	Developmental Disabilities.	Behavior Analyst (BCaBA)
	Level 2 providers with a	Level 3 Providers must be
	doctorate do not require	supervised by either a Level 1
	supervision	or Level 2 doctorate provider

### \*\*\*Qualifications for Positive Behavioral Supports CWP

- Must pass a statewide background check confirming no convictions for any crime of violence, abuse, neglect, exploitation, or any felony offense.
- Worked in the Intellectual/Developmental Disability (IDD) field for five (5) years or more, two of which much have been at a professional level in a position that addressed challenging behavior or who worked in a related field (e.g., mental health).
- Holds an appropriate BA/BS level degree, master's degree, other advanced degree above the level of master's or equivalent experience in a field related to human services, such as psychology, social work, behavioral, disabilities, or rehabilitation psychology; Has completed training in positive behavior supports and/or behavioral psychology and/or applied behavioral science.